

REQUEST FOR PROPOSALS

- 34. Approve Amendment #2 to RFP-4143-01/GMG – Records Retention Services, with Iron Mountain Information Management, Inc., Tampa (Revise Scope of Services-No Additional Cost).**

RFP-4143-01/GMG provides record storage and retrieval services for Seminole County's elected officials, departments and divisions that require separate record keeping. Storage of public records must meet the requirements of the State of Florida Public Records Storage Guidelines for Records Centers and Archives.

Amendment #2 will provide for additional management services for Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA'S Privacy and Security Rule states that, Iron Mountain Information Management will protect the health information of individuals in accordance with the established rule.

The Administrative Services Department/Support Services Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the amendment as prepared by the County Attorney's Office and authorize the County Manager to execute the amendment.

**SECOND AMENDMENT TO RECORDS RETENTION SERVICES AGREEMENT
(RFP-4143-01/GG)**

THIS SECOND AMENDMENT is made and entered into this ____ day of _____, 20__ and is to that certain Agreement made and entered into on the 8th day of July, 2002, as amended on March 8, 2005, between **IRON MOUNTAIN INFORMATION MANAGEMENT, INC.**, whose address is 121-B Kelsey Lane, Tampa, Florida 33619, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on July 8, 2002, as amended on March 8, 2005, for records retention services; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 24 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 32 is hereby added to the Agreement to read:

SECTION 32. MANAGEMENT OF INFORMATION UNDER HIPAA.

(a) The CONTRACTOR maintains secure, limited access storage facilities; it does not generally provide individuals with on-site access to records. Accordingly, all mandated duties of HIPAA's Privacy Rule and Security Rule requiring access to individually identifiable Protected Health Information ("PHI") and Electronic Protected Health

Information ("EPHI") must be done through established channels and procedures involving a request by COUNTY and the retrieval by the CONTRACTOR for the specific record involved.

(b) Definitions.

(1) "Designated Record Set" means: (1) a group of records maintained by or for the COUNTY that is (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the COUNTY to make decisions about individuals. For purposes of this paragraph, the term "record" means any item, collection, or grouping of information that includes protected health information in any format and is maintained, collected, used, or disseminated by or for the COUNTY.

(2) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as the same may from time to time be amended.

(3) "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, Part 160 and Part 164, subparts A and E, as the same may relate to the relationship between the COUNTY and the CONTRACTOR as further described in this Agreement.

(5) "Security Rule" shall mean the standards for security of Electronic Protected Health Information promulgated pursuant to HIPAA, including but not limited to, 45 CFR Part 160, Part 162, and Part 164, subparts A and C, as the same may be amended from time to time.

(6) "Protected Health Information" shall have the same meaning as the term "protected health information" under the Privacy Rules and shall be limited to information created or received by the CONTRACTOR from or on behalf of the COUNTY.

(7) "Electronic Protected Health Information" shall have the same meaning as "electronic protected health information" under the Security Rules except shall be limited to information created, received, stored, maintained, or transmitted by CONTRACTOR from or on behalf of COUNTY.

(8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(c) Obligation and Activities of CONTRACTOR.

(1) CONTRACTOR agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

(2) CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(3) CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information in accordance with the requirements of the Security Rule on and after the date that COUNTY is required to comply with the Security Rule.

(4) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.

(5) CONTRACTOR agrees to report promptly to COUNTY any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

(6) CONTRACTOR agrees to report promptly to COUNTY any Security Incident, as that term is defined in the Security Rule, that directly pertains to COUNTY and occurs on or after the date that COUNTY is required to comply with the Security Rule as soon as reasonably practicable after becoming aware of such Security Incident.

(7) CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information and/or Electronic Protected Health Information received from, or created or received by CONTRACTOR, on behalf of COUNTY, agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information.

(8) CONTRACTOR agrees to provide access to the COUNTY to Protected Health Information in a Designated Record Set by retrieving the specified document, item of media identified by COUNTY, or the Designated Record Set in other available format, so that the COUNTY may respond to an Individual in order to meet the requirements under 45 CFR 164.524.

(9) CONTRACTOR agrees that if an amendment to Protected Health Information in a Designated Record Set is required, then the COUNTY shall instruct the CONTRACTOR to retrieve the document, item of media identified by COUNTY, or Designated Record Set in such other available format so that the COUNTY may make any such amendment to the Protected Health Information as may be required by either the COUNTY or an Individual.

(10) CONTRACTOR agrees to make its internal practices, books, and records relating solely to the use and disclosure of

Protected Health Information received from, or created or received by, CONTRACTOR hereunder, on behalf of COUNTY, available to the COUNTY, or at the request of the COUNTY, to the Secretary, upon receiving not less than forty-eight (48) hours advance written notification by the COUNTY.

(11) CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures (but only to the extent that COUNTY has provided CONTRACTOR with sufficient information to know that Protected Health Information may reside in the records or data stored by COUNTY with CONTRACTOR). Subject to COUNTY providing CONTRACTOR with sufficient information upon which to make a determination as to the existence of Protected Health Information in records or data stored by COUNTY with CONTRACTOR, the documentation of such disclosures shall contain such information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(d) Except as otherwise limited in this Agreement, CONTRACTOR may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of COUNTY as specified in the terms of this Agreement.

(e) COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY.

(f) Upon termination of this Agreement for any reason, CONTRACTOR shall return or destroy all Protected Health Information received from COUNTY or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.

(g) In the event CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, CONTRACTOR shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible for so long as CONTRACTOR maintains such Protected Health Information.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

IRON MOUNTAIN INFORMATION
MANAGEMENT, INC.

JEREMY LEWIS, Assistant Secretary

By: _____
BRIAN L. BOOTH, General Manager

(CORPORATE SEAL)

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. Kevin Grace, County Manager

Date: _____

For the use and reliance
of Seminole County only.

As authorized by Section 330.3,
Seminole County Administrative
Code.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
11/4/05
2am rfp-4143